

ARIZONA SILVER BELT

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JOS. H. HAMILL, Proprietor
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Bisbee's fireworks came off a few days previous.

One more day after today—and then the fireworks.

People living in Bisbee never have a chance to complain of monotony. It's either a strike, murder, franchise election or a fire.

If the saloons will be compelled to close on franchise election days, it looks as though some of them will have to surrender their licenses before long.

Another franchise for public utilities will be submitted to the voters of Globe and still another is promised in a few weeks. The more the merrier!

There are going to be a lot of Fourth of July celebrations in Arizona this year, but in the amount of money raised and program prepared, Globe has all of them hopelessly distanced.

The Kelly syndicate has purchased the Tucson Star, which makes five daily territorial papers owned by them, and it looks as though they were trying to corner the public opinion market. The Star has for the past thirty years been edited by former Governor Hughes, who retires to private life with all of his dreams of joint statehood.

The resignation of George J. Stoneman as district attorney came as a surprise to even his friends, although it has been contemplated by him for some time. Mr. Stoneman has made an enviable record as prosecutor and has served the county well, but his duties interfered considerably with his private practice, which demands most of his time. However, the office will be well looked after by his former assistant and successor, L. L. Henry, who is well fitted for the office.

The Los Angeles Times recently came out with a fierce roast on Attorney Frank J. Heney, the principal attack being made on his Arizona record. The Times cannot injure the graft prosecution in San Francisco by going after its leader, and it is only putting itself forward as an advocate of the rottenness which has prevailed in San Francisco. No one who knows Frank Heney has the slightest idea that he is in the least angelic either in disposition or habits, but he is gameness personified. He has made some of the biggest men on the Pacific coast squeal, and the Times is merely echoing that squeal. Heney has sent some big men to the penitentiary and he isn't through yet.

TRUE DEMOCRACY

It is odd that Mr. Bryan should define a Democrat in a way to rule himself out as one. He thinks a Democrat is "one who believes in the rule of the people." But we fail to recall any case in which the people chose an issue and selected Mr. Bryan as leader. The course of events as we have remarked them has been for Mr. Bryan to find or devise what he thought was an issue, and then to impose himself as leader. This is hero worship of an artificial rather than spontaneous sort, not democracy. It is the imposing of thought from above downward, or from the individual to the multitude, not from the many to the individual.

We see an example of this sort now in Russia, where the czar is seeking to impose his sort of reforms upon his subjects, and is declining to concede the reforms, wanted by the millions, as would be the case in a true democracy.

It is true that there is a class of cases in which Mr. Bryan divided with others the claim to express and represent popular thought. Does that make him a Democrat in the sense in which the word is almost synonymous with Republican at all times, and especially how? Only those can think so who also think that the Democracy should have what they want regardless of anything except their wants. That was the theory of the French Revolution, and has been in the background of recent events in that republic. But that is not the theory of the American Democracy. Our "rule of the majority" does not signify the ruin of the minority, whether the division be by individuals, as in politics, or by values, as in business. Imbedded in our constitution and statutes are numberless checks against the autocracy of the majority. Not one, but many votes, and co-operation of separate representative bodies, go to the making of policies and statutes. An example of the contrary of this was seen in the first nomination of Mr.

Bryan. That it was the act of the majority of that convention, and that the convention was representative, is beyond denial. But the choice of candidate and issue was unfortunate.

The men who conceived our system of government had in mind the danger of such events in our politics, and provided against it. A majority of either house is not enough. A majority of both houses is not enough. The veto of the president is not decisive against legislative majorities, if the majority is large enough to reach the constitutional proportion. At last the majority will have its way, as it ought, for after all the minority, even if right, should not rule the majority.

Come on boys, let's go up to Dreamland. Steele's on tonight.

Clothes cleaned and dyed at American Cleaning & Dye Works, next to Wells Fargo Express office. 2001f

RESOLUTION NUMBER THREE

BE IT RESOLVED by the Mayor and Common Council of the City of Globe: WHEREAS, on the 20th day of June, 1907, the GLOBE CONSOLIDATED LIGHTING, WATER & POWER COMPANY, a corporation, presented to the said Common Council of the City of Globe, a Franchise, entitled, "AN ORDINANCE GRANTING TO THE GLOBE CONSOLIDATED LIGHTING, WATER & POWER COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO CONSTRUCT, MAINTAIN AND OPERATE A WATER-WORKS SYSTEM, AN ELECTRIC LIGHT, HEAT, POWER AND GAS SYSTEM, IN THE CITY OF GLOBE, TERRITORY OF ARIZONA," and,

WHEREAS, said Franchise has been duly filed among the records of the said Common Council of the said City of Globe; and,

WHEREAS, it is deemed by the said Common Council of said City that the granting of said franchise will be beneficial to said City of Globe:

IT IS, THEREFORE, ORDERED AND DIRECTED that the question as to whether said franchise shall be granted or not, be and the same is hereby submitted to the qualified voters of the said City of Globe at a special election, to be held in the said City on the 30th day of July, 1907, between the hours of eight o'clock, A. M. and six o'clock, P. M. of said day:

IT IS HEREBY FURTHER ORDERED AND DIRECTED that due and legal notice of such special election be given by the City Clerk by causing notice of such special election to be published in a daily newspaper, printed and published in said City of Globe, in not less than ten consecutive regular editions of said daily paper, prior to said special election to be held on said 30th day of July, 1907; and,

IT IS HEREBY FURTHER ORDERED AND DIRECTED that the said proposed franchise of the said GLOBE CONSOLIDATED LIGHTING, WATER & POWER COMPANY, presented and filed as aforesaid, be published in a newspaper of general circulation, printed and published in said City of Globe, for at least thirty consecutive days prior to said special election, to be held on the said 30th day of July, 1907; and,

IT IS HEREBY FURTHER ORDERED AND DIRECTED that a copy of this Resolution be published in ten consecutive regular editions of the Daily Arizona Silver Belt, a newspaper of general circulation, printed and published in the said City of Globe; and,

IT IS HEREBY FURTHER ORDERED AND DIRECTED that the costs and expenses of publication of all Notices, Resolutions and Franchises herein ordered and directed to be published, shall be borne and paid by the said GLOBE CONSOLIDATED LIGHTING, WATER & POWER COMPANY and shall not be or become a charge against the said City of Globe

Passed and adopted this 27th day of June, 1907.

Approved: W. S. SULTAN,
(Seal) Mayor.
Attest: F. J. Elliott, Clerk. 232

PROPOSED FRANCHISE OF GLOBE CONSOLIDATED LIGHTING, WATER & POWER COMPANY

An Ordinance Granting to the GLOBE CONSOLIDATED LIGHTING, WATER & POWER COMPANY, Its Successors and Assigns, the Right to Construct, Maintain and Operate a Water-works System, an Electric Light, Heat, Power and Gas System, in the City of Globe, Territory of Arizona.

Be it ordained by the Mayor and the Common Council of the City of Globe, as follows:

SECTION I.

1. That the GLOBE CONSOLIDATED LIGHTING, WATER & POWER COMPANY, a corporation organized and existing under the laws of the Territory of Arizona, (hereinafter called the Company), its successors and assigns, is hereby granted and duly vested with the consent, permission, authority, right and franchise to construct, or otherwise acquire, maintain, extend and operate within the City of Globe, a water system, to supply the said City of Globe and the inhabitants thereof, with water to be furnished by and through said system; and the said Company, its successors and assigns, are hereby granted for said purpose the full right and authority to enter in and upon all streets, avenues, lanes, alleys, squares, plazas, public parks and other public grounds and premises now or hereafter owned or controlled by said city, or which may be hereafter laid out or established within any suburbs or additions thereto, to take up pavements and sidewalks, and make such excavations as may be necessary, to lay, construct, extend, keep and maintain all the necessary or needful mains, pipes, and connections necessary for said purposes, and to erect and construct its mains, pipes and conduits along and across all bridges and culverts in said City.

2. All work of taking up pavements and excavating in or upon streets, sidewalks, avenues, lanes, alleys, squares, plazas, public parks and other public places and grounds owned or controlled by the said City, made by the Company or its successors or assigns, shall be

done and performed in such manner as to cause the least inconvenience to the inhabitants of said City, and all such places shall be repaired and left in as good condition as before being disturbed, and all such work or interference with the streets or other public places shall be done or performed with all convenient speed by the Company, its successors, assigns, agents and contractors.

3. All such work shall be done at the cost and expense of the Company and its successors, and assigns, and it shall, without delay, remove all surplus soil, rock, rubbish, or other material, from such streets, curbs, alleys, public places or premises owned or controlled by the said city, all of which shall be at the expense of said Company, its successors and assigns. In the event that said streets, avenues, lanes, pavements and sidewalks be not speedily repaired and replaced as herein provided, then the said city may replace and repair the same and charge the expense thereof to the Company and its assigns, which expenses may be paid and collected by the said city out of any sum or sums of money which may be due or become due to the Company and its successors and assigns under this ordinance.

4. The Company and its successors and assigns, in consideration of the grants in this ordinance made and given, shall, by the acceptance of this franchise, undertake, promise and agree to furnish in the said City of Globe, to the City of Globe, and the inhabitants thereof and to all the enterprises therein using water, an ample supply of pure water (except in the contingencies hereinafter provided), for all necessary purposes, that is, for domestic, sanitary, commercial, power, irrigation or other uses, at prices and charges never to exceed those set forth, as follows: To all consumers who do not use the meter system for measuring the quantity of water used, the Company may make charges not to exceed the following:

(a) Families of three (3) or under.....\$2.50 per month
Families of four (4) to six (6).....\$3.00 per month
Families of seven (7) or more.....\$4.00 per month
Restaurants, to use not to exceed seven thousand (7,000) gallons per month.....\$5.00 per month
Saloons.....\$5.00 per month
Lodging Houses, \$3.00 to \$4.00 per month
Offices.....\$1.00 per month
Bathrooms, in barber shops or bath-houses, for first tab.....\$2.50 per month
Bathrooms, in barber shops or bath-houses, for each additional tab.....\$2.00 per month
Bathrooms, for family use......50 per month
Flush closets for public use, for first closet.....\$2.00 per month
Flush closets for public use, for each additional closet.....\$1.00 per month
Flush closets for family use......50 per month
Horse or cow......50 per month

(b) Or, in lieu of the above rates, if meters shall have been installed for measuring the quantity of water, meter rates may be charged never to exceed the following: The Company may make a maximum charge of three (\$3.00) dollars per month, which shall entitle the consumer during such month to receive without further payment, three thousand (3,000) gallons of water; for each additional one thousand gallons above three thousand (3,000) gallons per month, the Company may charge not to exceed fifty (50) cents per thousand (1,000) gallons; consumers using 100,000 gallons or more per month, shall pay therefor at a rate not to exceed forty (40) cents per thousand (1,000) gallons;

(c) Said Company agrees to furnish, during the life of this ordinance, water free for twenty (20) double-discharge fire hydrants in the City, and to furnish within the city twenty (20) double-discharge fire hydrants, nine (9) of which are to be furnished at the places where the present double-discharge fire hydrants are now located, and the remaining eleven (11) of said double-discharge fire hydrants, the said Company, at its own cost and expense, agrees to furnish and install within the said city on any water main not less than four (4) inches in diameter at such points as the said City Council may designate;

(d) For each additional double-discharge fire hydrant, above twenty (20), the said City agrees to pay the Company fifty (\$50.00) dollars per annum for the use of water therefor, and for each single-discharge fire hydrant, the sum of twenty-five (\$25.00) dollars per annum, all of which said additional fire hydrants are to be placed and installed at the expense of the said City and thereafter to remain the property of said City; and the water going through any of said fire hydrants, or any other fire hydrants hereafter to be installed in said City and supplied with water by said Company, is to be used only for fire purposes, fire department drills and for the testing of said fire hydrants.

(e) Said Company shall furnish water free for the public buildings of the City at all times during the continuance of this franchise, but said water in said public buildings shall only be used for the necessary use within said buildings and for no other purpose;

(f) All other water used by said City for its corporate use, for street sprinkling and for flushing any sewer or sewers it may hereafter construct, shall be furnished by the Company at a reasonable rate to be fixed and determined by the Company and the Common Council of the said City from time to time as the needs of the said City may require.

5. All meters for measuring water used either by the City or by private consumers shall be furnished by the Company, its successors or assigns, at its own expense, and no charge for the rental or use of any such meters shall ever be made, and such meters shall remain the property of the Company.

Company to keep or perform any agreement or contract on its part as herein specified; provided, that accidents, strikes, and railroad delays in shipment of supplies, fuel and machinery, or any other reasonable delay, shall not be deemed such failure.

7. All double-discharge fire hydrants to be furnished by the Company to said City, shall be standard fire hydrants with two two-and-one-half inch hose connections; and work on the installation of said hydrants shall commence as soon as practicable after the approval of this ordinance and the designation by the City of the places for said hydrants, and such work shall be prosecuted with due diligence until completed within one year after the approval of this ordinance and after the designation by the City Council of the places where said fire hydrants are to be installed, unless the said Company, its successors or assigns shall be prevented therefrom by litigation, delay in the delivery or manufacture of the hydrants, or any parts or accessories thereto, or by other cause, without the fault of said Company, which shall render such completion impossible within said year, in any of which events the said term of one year shall be extended for so much time, and no more, as shall be necessary to enable the said Company by the use of due diligence to complete such installation.

SECTION II.

1. The said GLOBE CONSOLIDATED LIGHTING, WATER & POWER COMPANY, hereinafter called the Company, its successors and assigns, is hereby granted the right and franchise, and is hereby authorized to construct, or otherwise acquire, maintain, extend and operate, along, through, under, across and upon any and all of the streets, avenues, lanes, alleys and other public places now in the City of Globe or which may hereafter be opened, created, or acquired in or by said city, or in any future suburbs or additions to said city, poles, wires, cables and conduits, either overhead or under ground, systems and attachments for the transmission and distribution of electricity and electric current, for light, heat, power, and all other purposes for which it is adapted, and to carry on the business, or any part thereof, of producing, transmitting, distributing, furnishing, supplying, renting and selling electricity, electric light, heat and power; provided, however, that all poles and wires shall be so placed as to cause as little obstruction of passage and traffic as may be practicable, and the location of such poles and wires shall be subject to such reasonable regulations as the said City by its Mayor and Common Council may from time to time establish by ordinance.

2. Whenever excavations may be necessary for the installation, extension and repair of said system or systems, the Company, its successors or assigns, shall have the same right to make same, subject to the same restrictions and under the same obligations as is hereinbefore granted for the installation, extension and repair of its water-works system.

3. The Company, its successors and assigns, in consideration of the franchise granted by the preceding paragraphs of this section, shall, by the acceptance of said franchise, undertake, promise and agree to furnish to the City of Globe and to the inhabitants thereof electricity and electric current, for light and heat, at prices and charges never to exceed those herein set forth, as follows, to wit:

(a) Said Company shall furnish to the City of Globe, free of any cost or charge to said City during the life of this franchise, all the necessary electric current and lights for the proper lighting of the public buildings of said city; and upon the said city agreeing to take not less than twenty street lights of the kind hereinafter mentioned, the said Company agrees to install, at its own expense, a street lighting system, or circuit, of sufficient capacity for supplying twenty (20) or more are lights in said city for street lighting; and said Company, its successors and assigns, during the continuance of this franchise, to furnish electric current to said city for said twenty (20) or more are lights (said lights to be of uniform power), never to exceed the prices and charges, as follows, to wit: Five (5) of said twenty (20) are lights, free of any charge to said city; fifteen (15) of said twenty (20) are lights, at the rate of ten (10) cents per kilowatt hour; and any additional of said are lights, required by said city, at the rate of eight (8) cents per kilowatt hour; or, in lieu of the foregoing rates, the said city shall have the option of choosing flat rates, as follows, to wit: Five (5) of said twenty (20) are lights, free of any charge to said city; fifteen (15) of said twenty (20) are lights, at the flat rate of one hundred and twenty (\$120.00) dollars per year per light; and any additional of said are lights, required by said city, at the flat rate of ninety (\$90.00) dollars per year per light; provided, however, that the said city, immediately after the installation of said street lighting system and on or before the first day of each and every year thereafter, shall exercise its said option as to the rates to be paid to said Company for supplying electric current for said twenty (20) or more are lights, and the rate, when so chosen by said city, shall not be changed during any of said years; and it is further provided, that the whole of said twenty (20) or more are lights, herein provided for, shall be furnished on what is known as "MOONLIGHT SCHEDULE", that is to say, the lights shall be furnished each night all night, excepting that while the Moon shall be shining so as to make the streets as light as if the said are lights were burning, the said Company need not furnish current in said lights, but during Moonlight nights when the sky is clouded the Company shall furnish current in said lights as during nights when there is no Moonlight;

(b) To the inhabitants of said City of Globe, for light and heat, never to exceed the prices and charges as follows, to wit: Consumers using per month an amount of electricity equal to ten (10) kilowatts or less, two (\$2.00) dollars per month; for each additional kilowatt above ten (10) and not to exceed two hundred (200), fifteen (15) cents per kilowatt hour; for each additional kilowatt above two hundred (200) and not to exceed four hundred (400), twelve and one-half (12½) cents per kilowatt hour; for each additional kilowatt above four hundred (400), ten (10) cents per kilowatt hour.

4. The Company, shall make and maintain all necessary connections with buildings and structures, in said City, for the purpose of supplying same with electricity and electric current; and such connections shall be made and maintained by the said Company regardless of whether the said Company be previously supplied for, and placed in, such buildings or structures by said Company, or whether same shall have been so supplied and placed by any other person, firm or corporation.

SECTION III.
1. The said GLOBE CONSOLIDATED LIGHTING, WATER & POWER COMPANY, hereinafter called the Company, its successors and assigns, is hereby granted the right and franchise, and is hereby authorized to construct, or otherwise acquire, maintain, extend and operate, along, through, across, under and upon any and all of the streets, avenues, lanes, alleys and other public places now in the city of Globe or which may hereafter be opened, created, or acquired in or by said city, or in any future suburbs or additions to said city, pipes, pipe-lines and conduits, systems and attachments for the transmission, distribution, production, supply, and use of gas for illuminating, heating and like purposes, obtained either from natural sources or by any process of manufacture, and to carry on the business, or any part thereof, of producing, transmitting, distributing, furnishing, renting and selling gas; provided, however, that all pipes, pipe-lines and conduits for the transmission and distribution of said gas, shall be so placed as to cause as little obstruction of passage and traffic as may be practicable, and the location of such pipes, pipe-lines and conduits shall be subject to such reasonable regulations as the City by its Mayor and Common Council may from time to time establish by ordinance.

2. Whenever excavations may be necessary for the installation, extension and repair of said gas system or systems, the Company, its successors or assigns, shall have the same right to make same, subject to the same restrictions and under the same obligations, as is hereinbefore granted for the installation, extension and repair of its water-works system.

3. The Company, its successors and assigns, in consideration of the franchise granted by the preceding paragraphs of this section, shall, by the acceptance of said franchise, undertake, promise and agree to furnish to the City of Globe and to the inhabitants thereof, gas for illuminating, heating or like purposes, at prices and charges never to exceed those as herein set forth, as follows, to wit: Consumers using three thousand (3,000) feet per month or less, two (\$2.00) dollars per thousand (1,000) feet; and any excess above three thousand (3,000) feet per month, one dollar and fifty (\$1.50) cents per thousand (1,000) feet.

SECTION IV.

The said Company, its successors and assigns, by the acceptance of the franchise granted by this ordinance, shall undertake, promise and agree at its own cost and expense, to lay and place its pipes, conduits and wires for the transmission of water, gas and electric current, to the property line of each and every user and consumer thereof; and such pipes, conduits and wires, when so laid and placed, shall be the property of said Company; provided, however, that the cost of tapping any water main may be charged to the party for whom water connections are made; and provided further, that said Company, its successors and assigns, shall not be obliged to extend its water, gas or electric systems, into territory not previously covered by such system or systems, unless at least one consumer, on an average, for each one hundred (100) feet of any such extension, shall agree to accept and use the product of the system to be so extended; and provided further, that said Company, its successors and assigns, shall supply all of the users and consumers thereof with water, gas and electric current, without discrimination as to service, rates, charges, or connections thereof excepting that nothing in this provision shall be so construed as to prevent said Company, its successors and assigns, from discriminating, both as to rates and service, in favor of the said City of Globe; and provided further, that said Company, its successors and assigns, shall have the right to make all necessary rules and regulations for the protection and operation of all its works and systems mentioned in this franchise, for the tapping of mains, pipes and conduits, for making connections therewith, and for shutting off water, gas or electric current for the non-payment of the monthly charges and rentals therefor; and it is further provided, that nothing elsewhere contained in this franchise shall be so construed as to be in conflict with the provisions of this section.

SECTION V.

The rights and franchises granted by this ordinance shall continue for a period of twenty-five years from and after the approval and taking effect of the same, and shall not be exclusive.

SECTION VI.

The passage of this ordinance shall not be construed to be a waiver of or a relinquishment of any right of the city to take, condemn, and pay for the water rights and works, the electric light and gas plants and the distribution and production systems connected therewith; and nothing herein shall be construed so as to make it obligatory upon said City to purchase any of the works or systems owned by said Company; but said city shall have the right, at any time, to install and construct, or otherwise acquire, independent works and systems for the supply and distribution of water, electricity and gas to the inhabitants of said City.

SECTION VII.

This franchise shall take effect when authorized by a majority vote of the qualified electors of said city at a special election, duly and legally called for that purpose, and upon the passage and adoption thereafter of this ordinance by the Mayor and Common Council of the City.

Passed and adopted the.....day of....., 1907.

Attest:.....Mayor.
City Clerk. 233

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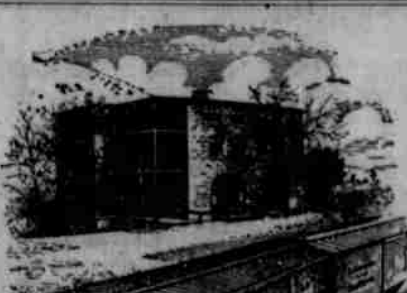
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